

14-45-1213

8. The rights and interests of any party hereto may be severed from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, however effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof, or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, however effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or her principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either original or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, but in no event less than forty acres, such acreage to be designated by lessee as early as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, of interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If and to the extent that lessor's interest in the oil, gas, sulphur, or other minerals in or under any part of said land is less than the entire and undivided fee simple to which this lease covers a less interest in the oil, gas, sulphur, or other minerals, or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 2 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

ZENTH DRILLING CORPORATION Identification Number
BY: Sherrill Compton 48-0723188
SHERRILL COMPTON, VICE-PRESIDENT
STATE OF SEDGWICK INDIVIDUAL ACKNOWLEDGMENT-TEXAS OR NEW MEXICO
COUNTY OF KANSAS

Before me, the undersigned authority, on this day personally appeared SHERRILL COMPTON, known to me to be the person whose name is subscribed to the foregoing instrument as VICE-PRESIDENT OF ZENTH DRILLING CORPORATION, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed, in the capacity stated, Given under my hand and seal of office this 21ST day of OCTOBER, 1992 and as the act and deed of said Sherrill Compton
My Commission Expires 12-15-92
SHARON R. ALLEN
Notary Public in and for the State of Texas
Notary's Printed Name

STATE OF _____ INDIVIDUAL ACKNOWLEDGMENT-TEXAS OR NEW MEXICO
COUNTY OF _____
Before me, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed for the purposes and consideration therein expressed.
Given under my hand and seal of office this _____ day of _____, 19_____
My Commission Expires _____
Notary Public in and for the State of Texas
Notary's Printed Name

HUSBAND AND WIFE ACKNOWLEDGMENT-TEXAS OR NEW MEXICO
STATE OF _____
COUNTY OF _____
Before me, the undersigned authority, on this day personally appeared _____
and _____ husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.
Given under my hand and seal of office this _____ day of _____, 19_____
My Commission Expires _____
Notary Public in and for the State of Texas
Notary's Printed Name

Gas and Mineral Lease
TO: Wm E. Beck
FROM: ZENTH DRILLING CORPORATION
DATE: 5/19/90
COUNTY: _____
INSTRUMENT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 19_____
PAGE _____ OF _____
COUNTY CLERK
DEPUTY
WHEN RECORDED RETURN TO _____
FOUND PRINTING & STATIONERY COMPANY
3751 Fannin, Houston, Texas 77002 (713) 659-3159

114-45-1274

ADDENDUM

Attached to and being made a part hereof that certain Oil, Gas and Mineral Lease dated October 24, 1962 by and between lessor and William E. Brock, Lessee

13. Notwithstanding anything herein to the contrary, it is agreed that should this lease be maintained in force at or after the expiration of the primary term solely by operations on of production from a pooled unit or units embracing land covered hereby and other land, such operations or production will maintain this lease only as to the acreage embraced in such unit or units. This lease may be maintained as to acreage not included in such unit or units in any manner provided herein, however, if at or after the end of the primary term this lease is being maintained in force as to a portion of the land solely by such operations on or produced from such unit or units, Lessee may continue to maintain this lease in force as to acreage not embraced in such unit or units by paying as rental the sum of \$10.00 per net mineral acre on that portion of the lease that is not included in such unit or units. The payment may be made to lessor before the expiration of the primary term or if such unit becomes effective within 60 days prior to the end of the primary term the payment may be made within 60 days after the effective date of such unit, and said payment shall maintain said acreage for a period of 12 months from and after the expiration of the primary term. All provisions of the lease relating to the payment of shut-in royalties shall apply equally to this payment, including, but not limited to, the provisions regarding changes of ownership. In like manner and upon like payment or tender annually, acreage not embraced in a unit or units may be maintained. In no event shall acreage not embraced in a unit or units be maintained in this manner for a period in excess of 2 years beyond the end of the primary term.
14. Notwithstanding anything hereinabove to the contrary and there is excepted herefrom and reserved to the Lessor herein, all uranium, coal, lignite, fissionable materials, and all bentonite, clay substances. It is specifically understood and agreed that this lease covers only oil, gas, sulphur and associate liquid or liquefied hydrocarbons but this lease does not cover or include any other minerals, with all other minerals being reserved to the lessor herein. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid or liquidifiable hydrocarbons, and the words "all other minerals" whenever used herein shall be stricken from the lease, so that "all other minerals" as defined herein are reserved to the lessor.

ZENITH DRILLING CORPORATION

Sherrell Compton
Signed for Identification:
SHERRELL COMPTON, VICE-PRESIDENT

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockoffs, additions and changes were present at the time the instrument was filed and recorded.

114-45-1275

FILED
92 NOV 18 AM 11:03

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 18 1992



Paula Robinson
COUNTY CLERK,
HARRIS COUNTY, TEXAS